

REVOCABLE LICENSE

43rd Annual Fall Festival



Date Signed: _____

FACILITY NAME: _____

Contract Administrator _____ **Telephone:** _____

LICENSEE:

Organization Name: _____ **Principal Contact:** _____

Street Address: _____ **Business Telephone:** _____

_____ **Fax:** _____

City, State Zip _____ **E-Mail:** _____

The City of Scottsdale ("City") hereby grants Licensee permission to use an area of the city of Scottsdale (facility named above) assigned by the Contract Administrator (the "Service Area"), subject to the Terms and Conditions of this Agreement. City and Licensee shall collectively be referred to as the "Parties."

- I. **Use of Facility:** Licensee's use of Facility is limited to providing the following services ("Services") at the City's Fall Festival, (the "Event"):

Licensee will

II. **Conditions of Use:**

- Licensee shall be responsible for and ensure that all licenses, permits, and permissions required by State or Federal law or city ordinances to provide Services are current and in good standing. Licensee must be able to produce, upon demand, a Scottsdale Transaction privilege Sales Tax License and any other applicable permission to do business.
- Licensee shall clearly identify that it is Licensee, and not City, who is providing the Services.
- The rights, privileges and responsibilities of Licensee under this Agreement are non-assignable and may not be subcontracted in any way.
- Licensee will not serve or provide any item containing alcohol or make reference to any alcoholic beverage or item.
- The City shall provide trash disposal receptacles. Licensee shall pick up trash from the Service Area and areas immediately adjacent, whether or not the trash is related to Licensee's products, and leave them in as good or better condition than before start of the Event. The City has the right to enter the Service Area at any reasonable time to perform inspection and repairs.
- Licensee understands that City reserves the right to adopt, amend and enforce reasonable rules and regulations governing the Facility and the Service Area, and Licensee agrees to comply with them. Licensee also agrees to abide by any rules and regulations pertaining to the use of City of Scottsdale Recreation Services facilities made available pursuant to Scottsdale Revised Code, Sections 20-51 and 20-52.

- III. **Date and Hours of Use:** The date of the Event is _____ Licensee agrees to be fully ready for business no later than 5:30 p.m. and will remain at the Service Area until cleanup has been completed in accordance with II.e) above.

- IV. **Deposit:** No later than _____ Licensee shall pay to City a non-refundable \$100 Space Deposit. **In the case of non-profit organizations such Fee shall be waived.**

- V. **Termination:** City may terminate the Agreement, for cause or convenience, by giving seven (7) days written notice to Licensee.

- VI. **Fees:** Licensee shall pay to City 10% of its gross receipts for all goods sold on the day of the Event. Such Fee is due to the Contract Administrator no later than _____ accompanied by a written report detailing the numbers of goods sold and how the 10% calculation was derived. **In the case of non-profit organizations such Fee shall be waived.**

VII. Sales tax: A City of Scottsdale Transaction Privilege Sales Tax License is required for any/all sales. A temporary license is available for \$25.00. **In the case of non-profit organizations, a registration form must be completed and a copy of the organization's 501(c)3, as well as a prior year's financial statement, attached. Contact 480-312-4322 for more information.**

VIII. Insurance and Indemnification:

- a) To the fullest extent permitted by law, Licensee, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Licensee relating to work or services in the performance of this Agreement, including but not limited to, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Licensee's employees.
- b) Insurance provisions set forth below are separate and independent from the indemnity provision of Section VIII.a), above, and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this Agreement shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.
- c) Licensee shall carry types of insurance and limits of liability, including but not limited to: Commercial General Liability insurance for \$1,000,000 each occurrence; \$1,000,000 Products-Completed Operations Aggregate; and \$1,000,000 General Aggregate; and proof of Automobile Liability insurance. If the Licensee is not subject to Arizona Workers' Compensation statutes, then Licensee shall sign the City of Scottsdale Sole Proprietor Waiver. If the Licensee is subject to Arizona Workers' Compensation statutes, then Licensee shall provide City of Scottsdale with evidence of Workers' Compensation and Employers Liability insurance. City of Scottsdale shall be cited as an Additional Insured under Commercial General Liability and Automobile Liability insurance. All aforementioned insurance policies shall waive rights of recovery against City of Scottsdale and its agents. No later than October 17, 2011, Licensee is required to submit a Certificate of Insurance or other evidence of insurance acceptable to City reflecting the above insurance coverage and the Sole Proprietor Waiver, if applicable.

IX. Additional Provisions:

- a) The signed Vendor Information Sheet ("Sheet") submitted by Licensee shall be attached to this revocable license as Attachment "A" and included by this reference. Unless otherwise indicated on the Sheet, those terms shall become part of this revocable license.
- b) All completed documentation is due to the City no later than _____. This includes Vendor Information Sheet and evidence of insurance.

IN WITNESS WHEREOF, the Parties have executed this document by signing their signatures, as of the day and date first written above.

CITY OF SCOTTSDALE,
an Arizona municipal corporation

Daniel Miller
Parks and Recreation Assistant Coordinator

REVIEWED BY:

Jan Cameron, Parks & Recreation Director

Print organization name
an _____

By: _____
Print name and title

Signature: _____